



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 06, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 January 6, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**ADOPT RESOLUTION 3956 AUTHORIZING HIGHWAYS-THROUGH-CITIES FUNDING AND
APPROVE COOPERATIVE AGREEMENT BETWEEN THE CITY OF GARDENA AND THE
COUNTY OF LOS ANGELES TO UPGRADE THE CITY TRAFFIC MANAGEMENT CENTER
INCLUDING THE PURCHASE AND INSTALLATION OF A VIDEO WALL
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

This action is to adopt Resolution 3956 to extend financial aid to the City of Gardena in the amount of \$101,000; to approve the cooperative agreement between the City of Gardena and the County of Los Angeles to provide direct financial aid in the amount of \$74,000 to upgrade the City's Traffic Management Center, including procurement and installation of a video wall; and to find that the project is categorically exempt from the provisions of the California Environmental Quality Act.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that this project to provide funds to upgrade the City of Gardena's Traffic Management Center, including procurement and installation of a video wall, is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt Resolution 3956 to find that upgrading the City of Gardena's Traffic Management Center, including procurement and installation of a video wall, located entirely within the City is of general County interest and that the County of Los Angeles will provide aid in the form of Highways-Through-Cities funding in the amount of \$101,000 to the City to be expended in accordance with all applicable provisions of law relating to funds derived from Proposition C sales tax.

3. Approve the project and instruct the Mayor to sign the cooperative agreement between the City of Gardena and the County of Los Angeles to provide direct financial aid to the City in the amount of \$74,000 for upgrade of the City's Traffic Management Center, including procurement and installation of a video wall.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to obtain approval of the project and to instruct the Mayor to sign the enclosed cooperative agreement between the City and County for the City to administer the upgrade to the City's Traffic Management Center and procurement and installation of a video wall. The agreement also provides for the City to take full responsibility for installation and maintenance of the City's Traffic Management Center and subsequent operation and all equipment including the video wall. Since this work is fully within the City, Public Works is requesting the Board's adoption of the resolution to authorize a County contribution of \$101,000 in Highways-through-Cities funds to finance the cost to upgrade the City's Traffic Management Center and procurement and installation of a video wall.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3). The residents of the City and unincorporated area who travel on the roadways of Gardena will benefit by this enhancement to the City's Traffic Management Center.

FISCAL IMPACT/FINANCING

This action will have no impact to the County General Fund.

The total cost to upgrade the City's Traffic Management Center, including procurement and installation of the video wall, is estimated to be \$101,000 and will be financed with \$76,800 in the Los Angeles County Metropolitan Transportation Authority Call for Projects Proposition C Discretionary Grant funds for the South Bay Traffic Signal Forum and \$24,200 in Proposition C Local Return match funds. On an annual basis, the Board has established a \$2,500,000 top-of-pot allocation from the Proposition C Local Return Fund Budget for the County's Traffic Congestion Management Program. The \$24,200 will be funded from this top-of-pot allocation. The \$101,000 in Highways-Through-Cities funds consists of Proposition C Discretionary Grant funds and Proposition C Local Return funds. Financing for this project is included in the Fiscal Year 2014-15 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Sections 1680-1683 of the California Streets and Highways Code provide that the Board of any County may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefore.

The enclosed Resolution 3956, if adopted by four-fifths vote of the Board as required by Section 1680 of the California Streets and Highways Code, provides for the County to extend aid in the form of funding to the City for the upgrade of the City's Traffic Management Center, including procurement and installation of a video wall.

The agreement, which has been reviewed and approved, as to form, by County Counsel, provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to upgrade the City's Traffic Management Center, including the purchase and installation of a video wall and related equipment. The agreement establishes the County contribution to the City for actual expenditures not-to-exceed a fee of \$74,000 toward the cost to upgrade the City's Traffic Management Center, including procurement and installation of a video wall, and County to administer the project estimated at \$27,000 by utilizing the Los Angeles County Metropolitan Transportation Authority grant funds and County's Proposition C Local Return funds. The City will finance all project costs over \$74,000. Upon completion and final accounting of the project costs, the City will return any unused funds to the County.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(a) of the California Environmental Quality Act Guidelines and Class 1(d) of the Environmental Reporting Procedures and Guidelines previously adopted by the Board. This exemption provides for interior and exterior alterations of buildings.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including the upgrade to the City's Traffic Management Center as well as procurement and installation of a video wall.

CONCLUSION

Please return one adopted copy of this letter, two originals of the cooperative agreement, and two originals of the resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:DRL:nh

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel (Warren Wellen)
Executive Office

A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of January, 2015, by and between the CITY OF GARDENA, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, CITY desires to upgrade their traffic management center, including their video wall (hereinafter referred to as TRAFFIC MANAGEMENT CENTER) as described in Attachment A of this AGREEMENT; and

WHEREAS, TRAFFIC MANAGEMENT CENTER is located and will be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, TRAFFIC MANAGEMENT CENTER is of general interest to CITY and COUNTY; and

WHEREAS, CITY will administer procurement and installation of upgrades to TRAFFIC MANAGEMENT CENTER; and

WHEREAS, the cost of TRAFFIC MANAGEMENT CENTER includes the costs of the procurement administration, upgrade to the video wall software and hardware, system installation, integration, and acceptance testing, installation of new workstation consoles, and 2 years of vendor system maintenance and support for TRAFFIC MANAGEMENT CENTER, as more fully set forth herein; and

WHEREAS, the total cost to upgrade TRAFFIC MANAGEMENT CENTER is currently estimated to be One Hundred One Thousand and 00/100 Dollars (\$101,000.00); and

WHEREAS, the total cost to upgrade TRAFFIC MANAGEMENT CENTER includes Seventy-Four Thousand and 00/100 Dollars (\$74,000.00) to be provided as direct financial aid to CITY; and

WHEREAS, COUNTY has secured and obtained grant funds from the Los Angeles County Metropolitan Transportation Authority (LACMTA) up to a maximum of Seventy-Six Thousand Eight Hundred and 00/100 Dollars (\$76,800.00) and will provide matching funds up to a maximum of Twenty-Four Thousand Two Hundred and 00/100 Dollars (\$24,200.00) to finance the cost of TRAFFIC MANAGEMENT CENTER; and

WHEREAS, TRAFFIC MANAGEMENT CENTER is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding P0006292 between COUNTY and LACMTA; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To procure services for TRAFFIC MANAGEMENT CENTER upgrade.
- b. To finance any cost of TRAFFIC MANAGEMENT CENTER upgrade in excess of COUNTY'S maximum contribution of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00):
- c. To administer procurement and installation of TRAFFIC MANAGEMENT CENTER in accordance with all regulations and requirements of the LACMTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-Five Percent (25%) Discretionary funds. CITY'S records for TRAFFIC MANAGEMENT CENTER shall be open to inspection and subject to audit and reproduction by the COUNTY and LACMTA, or any of their duly authorized representatives, and shall be retained by CITY for a period of not less than seven (7) years after final payment to contractor(s) for TRAFFIC MANAGEMENT CENTER.
- d. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of TRAFFIC MANAGEMENT CENTER, a final accounting of the actual total TRAFFIC MANAGEMENT CENTER costs, including an itemization of actual unit costs and actual contract quantities; and all other costs required for procurement and installation of TRAFFIC MANAGEMENT CENTER as specified in paragraph (1) a., above.
- e. To submit invoice to COUNTY in the amount of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00) within thirty (30) days of the completion of TRAFFIC MANAGEMENT CENTER by CITY, subject to paragraph (3) h., below.
- f. Upon completion of TRAFFIC MANAGEMENT CENTER, to accept full and complete ownership of, and responsibility for TRAFFIC MANAGEMENT CENTER, and to maintain in good condition and at CITY'S expense all improvements constructed as part of TRAFFIC MANAGEMENT CENTER within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To secure and obtain LACMTA grant funds to be used to finance toward cost of TRAFFIC MANAGEMENT CENTER.

- b. To deposit with CITY, following execution of this AGREEMENT and upon completion of TRAFFIC MANAGEMENT CENTER and upon demand by CITY, sufficient COUNTY funds to finance TRAFFIC MANAGEMENT CENTER by utilizing LACMTA Grant Funds and COUNTY matching funds up to a maximum amount of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00) and subject to paragraph (3) h., below. Said demand will consist of billing invoices prepared by CITY. The actual cost of TRAFFIC MANAGEMENT CENTER shall be determined by a final accounting of TRAFFIC MANAGEMENT CENTER.
- c. To complete the installation of TRAFFIC MANAGEMENT CENTER in accordance with all regulations and requirements of LACMTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-Five Percent (25%) Discretionary funds and Memorandum of Understanding P0006292 between COUNTY and LACMTA.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in LACMTA's Traffic Signal Synchronization and Bus Speed Improvements Program guidelines.
- b. The cost of TRAFFIC MANAGEMENT CENTER, as referred to in this AGREEMENT, shall consist of the costs of the procurement administration, upgrade to the video wall software and hardware, system installation, integration, and acceptance testing, installation of new workstation consoles, 2 years of vendor system maintenance and support, and all other work and materials necessary to complete the TRAFFIC MANAGEMENT CENTER in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to awarding of TRAFFIC MANAGEMENT CENTER for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of TRAFFIC MANAGEMENT CENTER, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor(s) for TRAFFIC MANAGEMENT CENTER.
- e. Within sixty (60) days of completion of TRAFFIC MANAGEMENT CENTER, CITY shall transmit a final accounting to COUNTY. If net cost of TRAFFIC MANAGEMENT CENTER, based upon the final accounting of said items, is

less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY within ninety (90) calendar days of CITY'S transmittal of final accounting to COUNTY.

- f. During implementation of TRAFFIC MANAGEMENT CENTER, CITY will furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of TRAFFIC MANAGEMENT CENTER. COUNTY will have no obligation to inspect TRAFFIC MANAGEMENT CENTER. COUNTY will not have any liability for claims or actions brought by third parties based on COUNTY'S alleged inspection or failure to inspect TRAFFIC MANAGEMENT CENTER. CITY will defend, indemnify, and hold harmless COUNTY as to claims and actions by third parties against COUNTY based on COUNTY'S alleged inspection or failure to inspect TRAFFIC MANAGEMENT CENTER. CITY and COUNTY inspectors will cooperate and consult with each other with respect to inspections of the TRAFFIC MANAGEMENT CENTER. The orders of CITY inspector to the contractor or any other person in charge of construction of the TRAFFIC MANAGEMENT CENTER will prevail and be final. The CITY inspector will be responsible for the proper inspection of TRAFFIC MANAGEMENT CENTER as needed.
- g. COUNTY shall not be liable for any costs for TRAFFIC MANAGEMENT CENTER that does not conform to the regulations and requirements of LACMTA, as referred to in paragraph (1) c., above.
- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from LACMTA pursuant to Memorandum of Understanding P0006292 between COUNTY and LACMTA.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Edward Medrano, Director
Police, Streets, and Development Services
City of Gardena
1718 West 162nd Street
Gardena, CA 90247-3778

COUNTY: Mrs. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer, supervisor, agent, or employee of COUNTY will be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. Pursuant to Government Code Section 895.4, CITY will defend, indemnify, and hold harmless COUNTY with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code Section 810.8) allegedly arising from any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where a third party brings a claim or action seeking damages for injury (as defined by Government Code Section 810.8) under Government Code Section 830, et seq. based on an alleged dangerous condition of property owned by or under the control of CITY, CITY will defend, indemnify, and hold harmless COUNTY as to such claim or action.
- l. Neither CITY nor any officer, supervisor, agent, or employee of CITY will be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Pursuant to Government Code Section 895.4, COUNTY will defend, indemnify, and hold harmless CITY with respect to any claim or action brought by a third party for damages arising from an injury (as defined by Government Code Section 810.8) allegedly arising from any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. It is understood and agreed that the provisions of this AGREEMENT shall supersede and control over any inconsistent provisions in the Assumption of Liability Agreement 33585 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF GARDENA on October 14, 2014, and by the COUNTY OF LOS ANGELES on January 6, 2014⁵

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, County of Los Angeles

ATTEST:

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Carla Little
Deputy JAN 06 2015



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By [Signature]
Deputy

By Carla Little
Deputy

CITY OF GARDENA

By Mitchell Lansdell
Mitchell Lansdell, City Manager
Date 12/14/14

ATTEST:

By Becky Romero
for City Clerk

APPROVED AS TO FORM:

By [Signature]
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28

JAN 06 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**RESOLUTION NO. 3956 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, CALIFORNIA, TO EXTEND COUNTY AID TO THE CITY OF
GARDENA TO UPGRADE THE CITY'S TRAFFIC MANAGEMENT CENTER
INCLUDING THE PURCHASE AND INSTALLATION OF A VIDEO WALL**

WHEREAS, the CITY OF GARDENA, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, desire to upgrade the CITY'S traffic management center, including the installation of a video wall, which work is hereinafter referred to as TRAFFIC MANAGEMENT CENTER; and

WHEREAS, TRAFFIC MANAGEMENT CENTER is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding (MOU) Number P0006292 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (LACMTA); and

WHEREAS, TRAFFIC MANAGEMENT CENTER is located and will be utilized entirely within the jurisdictional limits of CITY; and

WHEREAS, TRAFFIC MANAGEMENT CENTER is of general interest to CITY and COUNTY; and

WHEREAS, CITY will administer procurement and installation of upgrades to TRAFFIC MANAGEMENT CENTER; and

WHEREAS, the total cost to upgrade TRAFFIC MANAGEMENT CENTER is currently estimated to be One Hundred One Thousand and 00/100 Dollars (\$101,000.00); and

WHEREAS, the total TRAFFIC MANAGEMENT CENTER cost will be financed with Seventy-Six Thousand Eight Hundred and 00/100 Dollars (\$76,800.00) in LACMTA 1999 Call for Projects, Proposition C Discretionary Grant funds for the South Bay Traffic Signal Forum, and Twenty-Four Thousand Two Hundred and 00/100 Dollars (\$24,200.00) in Proposition C Local Return match funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) top of-pot (TOP) allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the Twenty-Four Thousand Two Hundred and 00/100 Dollars (\$24,200.00) will be funded from this TOP allocation; and

WHEREAS, CITY is willing to finance the cost of TRAFFIC MANAGEMENT CENTER in excess of COUNTY'S maximum contribution of Seventy-Four Thousand and 00/100 Dollars (\$74,000.00); and

WHEREAS, CITY has agreed to use all financial aid it receives from COUNTY with respect to the activities described herein, and shall return to COUNTY any portion of such aid which is not thus used; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The TRAFFIC MANAGEMENT CENTER is of general COUNTY interest and COUNTY aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend aid to CITY in the amount of One Hundred One Thousand and 00/100 Dollars (\$101,000.00) for TRAFFIC MANAGEMENT CENTER from the Proposition C Discretionary Grant funds and Proposition C Local Return funds, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from LACMTA pursuant to MOU Number P0006292 between COUNTY and LACMTA.

SECTION 4. If any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was adopted on the 6th day of January, 2014⁵, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

PATRICK OGAWA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles



By Carla Little
Deputy JAN 06 2015

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By W/M
Deputy